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THE

MYSORE GAZETTE.

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☞ Separate paging is given to this Part in order that it may be filed as a separate compilation.

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PART I.

Notifications by the Dewan to His Highness the Maharaja of Mysore.

GENERAL.

NOTIFICATIONS.

The 2nd March 1886.

No. 211.—His Highness the Maharaja has been pleased to direct that the designation of the office of "Secretary to the Dewan in the Revenue and General Departments" shall be changed into "Chief Secretary to the Dewan".

The 22nd February 1886.

No. 207.—In supersession of previous rules, the following rules are sanctioned by His Highness the Maharaja for the grant of mining leases in Mysore. They do not apply to the Kolar Concessionaires, or to mining leases already executed by the Government.

Leases of land for mining purposes will be given subject to the following rules and conditions :—

I. Each lease will be limited to a block not exceeding one square mile in area, and will be given for a term of 30 years according to priority of application. Applications for more than one block from the same applicant will be taken into consideration if there are no other applicants and if no other objection exists.

II. (1). Every application for a lease must be presented to the Secretary to the Dewan in the Revenue Department and be accompanied by a deposit of a sum of Rs. 1,000 for every square mile or fraction of a square mile applied for, as security for the due fulfilment of the engagement made by the applicant.

(2). Every application must also be accompanied by an extract from the Topographical, Revenue Survey, or other official map, and the land applied for should be marked upon such extract together with the names of all villages by which it may be surrounded.

(3). The applicant must point out to the Survey and Local Revenue officers the boundaries of the block of land applied for by him within a fortnight of the Government order for a survey being communicated to him.

(4). After the completion of the survey and needful enquiries by the Survey and Revenue officers, full particulars as to extent and assessment together with printed blank forms of leases to be executed and a bill for the survey and demarcation expenses will be sent to the applicant, who should, within a month from date of receiving such communication, tender for the Dewan's signature the lease in duplicate executed by himself and duly stamped, paying at the same time the cost of the survey and demarcation.

(5). Failure to comply with paras 3 and 4 of this rule will involve cancellation of the application and forfeiture of the sum deposited with it.

(6). The applicant's title to the land applied for will not be complete till the lease is actually executed by the Dewan.

(7). The lease should, after execution, be registered under the law for the time being for the registration of assurances, and the duplicate copy thereof should be deposited with the Mysore Government.

III. The lessee is to make his own arrangements with the holders of Government occupied assessed and inam lands in regard to entering upon or obtaining possession of them.

IV. The lessee is to pay to Government the annual assessment, as now existing or as hereafter revised by any survey, on all the arable lands, occupied or waste, and the jodi or quit-rent on any inam lands, as well as an assessment of eight annas per acre on all the unarable lands which may be included within the limits of the lease, together with all local cesses and other taxes or rates of every description payable in respect of the premises or lands comprised in the block, or of buildings or works erected thereon.

V. The lessee is to pay a royalty of 5 per cent on the gross proceeds of all gold, metallic ores, coal and other substances of a merchantable nature, which shall have been dressed, crushed and made merchantable, and of 10 per cent on the saleable value of all precious stones found in the selected block, clear of all deductions whatsoever.

VI. The lessee is to search and mine for gold, &c., throughout the term of the lease in the best and most effectual manner without intermission except when prevented by inevitable accident. But after the expiry of the first two years of the lease, the Government reserves to itself the option of levying in lieu of the royalty an assessment of Rs. 5 per acre in the event of its not being satisfied with the working or its results for any years of the lease.

VII. The lessee is required to keep regular accounts and plans and maps of the mines and workings, which are to be open to inspection by Government officers.

VIII. Government officers are authorized to inspect and examine the mines.

IX. The lessee is to keep all boundary marks in good order, and to fence every shaft, pit or open working.

X. The lessee is not wilfully to close, fill up or choke any mine or shaft without permission, and not to obstruct any existing roads, paths or by-ways on the land.

XI. The Government are authorized to recover any arrears of rent by distraint and sale of property belonging to the lessee, and in the event of the breach of any of the covenants on the part of the lessee, or of his causing any annoyance or obstruction to any class of persons or Government officials, the Government can cancel the lease on due notice and in default of satisfactory explanation within six months.

XII. In the ovent of the lessee not desiring a renewal of the lease on such terms as the Government may fix, he will be bound to deliver the land to Government at the expiration of his lease, with the shafts and other premises in good repair and working order, together with the books, maps and plans, free of any claim on account of buildings or other property left standing on the lands. And he should permit the purchase by Government of the buildings, plant, machinery and fittings at a fair valuation.

XIII. Any arrangement for commuting the royalty by a present payment of a lump sum as is sanctioned to the Kolar Concessionaires will be specially considered in each case; but the Government does not undertake to allow such commutation necessarily in every case; nor to grant every application for a lease as a matter of course.

XIV. (1). Every assignment of the right, title and interest granted by the lease, whether such assignment be made by the lessees or their successors by assignment, however remote, shall be subject to the payment to the Government of Mysore of a fine which shall be regulated as follows,

namely :—for the first assignment, a fine of $\frac{1}{10}$th of the consideration therefor, and for every subsequent assignment a fine of $\frac{1}{10}$th of the excess, if any, of the amount of consideration for such assignment over and above the amount of consideration for the assignment immediately preceding it.

(2). For the purpose of computing the fine aforesaid, any shares in a Company which may form the whole or part of the consideration may, at the option of the Government, be regarded as equivalent to the nominal value of such shares.

(3). The Government always to have the power of determining the present value of the consideration for a previous assignment, when the amount thereof has to be deducted from the amount of the consideration of a subsequent assignment for the purpose of computing the fine leviable on the latter.

Illustration.

If the lessees assign the lease to A for a consideration of Rs. 100, the fine payable is Rs. 10; if A afterwards assigns the lease to B for a consideration of Rs. 1,000, the fine payable is Rs. $\frac{1,000-100}{10}$, or Rs. 90; if B afterwards assigns the lease to C and Company for a consideration of Rs. 1,00,000 in cash and of 500 shares in C and Company, the nominal value of each share being £ 1, the fine payable is Rs. $\frac{1,00,000-1,000}{10}$, or Rs. 9,900 in cash together with either 50 shares in C and Company or £ 50 in cash at the option of the Government; if C and Company afterwards assign the lease to D and Company either for an annual rent of £ 10,000 or for a royalty of 10 per cent of the proceeds of the mine, the fine payable is either £ 1,000 per annum or a royalty of 1 per cent of the proceeds of the mine, as the case may be; if the under-lease from C and Company is afterwards assigned by D and Company to E for £ 10,000 in cash and £ 10,000 payable at the end of two years, the fine on account of such assignment is £ 1,000 in cash and £ 1,000 payable at the end of two years less such present value as the Government may fix for the annual rent of £ 1,000 or for the royalty of 1 per cent of the proceeds of the mine leviable on account of the under-lease to D and Company.

XV. A form of lease to be granted under these rules is hereunto appended.

By Order,

K. SHESHADRI IYER,

Dewan.

Form of Mining Lease granted under the Rules of 22nd February 1886.

Parties.

This Indenture made the day of one thousand eight hundred and eighty **between** THE GOVERNMENT OF MYSORE (hereinafter called "The Lessors") of the one part and

(hereinafter called "The Lessees") of the other part.

Deposit and agreement to grant lease.

Whereas the lessors at the request of the lessees and in consideration of a deposit of Rs. made by the lessees as security for the due fulfilment of the covenants hereinafter set forth and which deposit shall be forfeited on any failure thereof have agreed to grant the mining lease hereinafter contained in respect of the piece of land delineated in the map or plan hereto annexed and situate at

Situation of block leased.

in the Taluk of in the District of in the Mysore Territories estimated to comprise

and particularly mentioned and described in the Schedule hereto annexed and which piece of land is hereinafter referred to as "the selected block".

Witnesseth.

Now this Indenture witnesseth that in consideration of the assessments, royalties, fines and other payments hereinafter reserved and of the covenants and agreements by the lessees hereinafter contained, the lessors do hereby demise and grant unto the lessees, their executors, administrators and assigns **Exclusive license** and liberty throughout so much of the selected block hereinbefore mentioned and described as consists of unassessed waste Government lands and unoccupied arable Government lands and also throughout so much of the said selected block as consists of occupied Government lands and Inam lands the holders whereof the lessees, their executors, administrators or assigns have bought out or may buy out or with whom the lessees, their executors, administrators or assigns have made or may make their own terms as to the cession of their rights, to search for mine and work all quartz, reefs and beds and strata of earth, stone or rock containing or supposed to contain gold, metallic ores, precious stones, coal or other substances of a merchantable nature and to wash, dress, crush and make merchantable all such gold, metallic ores, precious stones, coal and other substances found therein.

Demise.

Exclusive right of mining.

Together also with liberty for the lessees, their executors, administrators and assigns to remove, sell and dispose of all gold, metallic ores, precious stones, coal or other substances of a merchantable nature worked or found by them or any of them in or upon such parts of the selected block.

Together with liberty for lessee to sell produce of mining.

To have and to hold the premises hereinbefore expressed to be hereby demised and granted unto the lessees, their executors, administrators and assigns for the term of thirty years from the day of the date of these presents.

Habendum to lessee, his executors, administrators and assigns for term of 30 years.

Yielding and paying therefor during the said term by instalments according to the rules in force in the said District of

for the collection of land revenue, the amount of annual assessment at present chargeable on all the occupied and unoccupied arable Government lands comprised in the selected block or such larger sum as may at any time hereafter, during the continuance of this lease upon any revision of land assessment be fixed by the lessors or

Paying assessment for Government lands and jodi and quit-rent for Inam lands.

their successors or assigns as chargeable on such lands by way of assessment and the jodi or quit-rent payable on any Inam lands comprised in the said block and also yielding and paying an annual assessment of 8 annas per acre on all the unarable Government lands comprised in the selected block.

Also local cesses, taxes or rates.

And also yielding and paying in addition to the annual assessment, jodi and quit-rent aforesaid, all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands comprised in the selected block or of any buildings or works erected thereon.

Also royalty of 5 per cent on gold, &c. obtained.

And also yielding and paying a royalty of five per cent upon the gross proceeds of all gold, metallic ores, coal and other substances of a saleable or merchantable nature which shall have been dressed, crushed and made merchantable by the lessees, their executors, administrators or assigns, such royalty being paid clear of all deductions whatsoever.

Also royalty of 10 per cent on value of precious stones found.

And also yielding and paying a royalty of ten per cent upon the saleable value of all precious stones found on the selected block, such royalty being paid clear of all deductions whatsoever.

And also a fine of $\frac{1}{10}$ of the consideration for every assignment or under-lease.

And also yielding and paying on account of every assignment or under-lease which may at any time be made by the lessees, their executors, administrators or assigns, assigning or under-leasing the whole or any part of the said premises or all or any of the rights, liberties and licenses by these presents demised and granted, or granting any interest or share in the said premises or in all or any of the said rights, liberties and licenses, a fine of one-tenth of the consideration for such assignment or under-lease, such fine being paid clear of all deductions whatsoever and any shares in a Company which may form the whole or part of such consideration being, at the option of the lessors, their successors or assigns, regarded as equivalent to the nominal value of such shares for the purpose of computing such fine, and in the case of a second or subsequent assignment or under-lease the fine being computed on

the amount of consideration therefor less the amount of consideration for the assignment or under-lease immediately preceding it, the present value of such last mentioned consideration as may not consist of money already realized being fixed by the lessors, their successors or assigns for the purpose of computing the amount of the fine payable.

Distraint by lessors for recovery of assessments, royalties, fines or other payments.

Provided always that if and whenever any of the said assessments, royalties, fines or other payments shall be in arrear for the space of sixty days after the expiration of the time allowed by these presents for payment thereof and the lessees, their executors, administrators or assigns shall not pay the same within thirty days after the service upon him or them of a notice by the Civil Executive Officer of the said District of calling upon them or any of them to pay the same, the lessors, their successors or assigns shall be at liberty to seize all gold, metallic ores, precious stones, coal and other substances of a saleable nature in or about the mines or pits opened, worked or carried on by the lessees, their executors, administrators or assigns in the selected block; or any other property found in the selected block, and the lessors, their successors or assigns may sell and dispose of such gold, metallic ores, precious stones, coal and other substances and property and out of the moneys produced thereby may deduct and retain all arrears of assessments, royalties, fines or other payments then due under this lease and all expenses incurred in or about any such seizure and sale.

Covenant by lessee to prosecute mining operations without intermission.

And the lessees do hereby for themselves, their heirs, executors, administrators and assigns and as a separate covenant each of them doth hereby for himself, his heirs, executors, administrators and assigns covenant with the lessors, their successors and assigns, that they the lessees, their executors, administrators or assigns will during the said term in the best and most effectual manner and without intermission, except when prevented by inevitable accident, search and mine for, work and make merchantable, all gold, metals, metallic ores, precious stones, coal and other substances of a saleable or merchantable nature within or upon the selected block.

To deliver to, or permit samples of gold, &c., to be taken by, lessors.

And also will if required and before the sale thereof deliver to or permit to be taken by the lessors, their successors or assigns or their agent or agents a sample or samples of all gold, metals, metallic ores, precious stones, coal and other substances which shall have been dressed, crushed and made merchantable and prepared for sale, all such samples so taken to be paid for by the lessors, their successors or assigns at the current market rate.

To make return of prices to lessors.

And also will immediately after any sale of the said gold, metals, metallic ores, precious stones, coal and other substances give to the lessors, their successors or assigns or their agent or agents a return of the prices for which the same respectively shall have been sold and if required the names of the purchasers thereof.

To pay royalties within 90 days after sale or six months from extraction of ore.

And also will within ninety days after any such sale or within six months from the time of the extraction of the gold, metals, metallic ores, coal or other substances or the finding of the precious stones pay to the lessors, their successors or assigns the royalties hereinbefore reserved.

To deliver to lessors copies of all assignments.

And also will deliver to the lessors, their successors or assigns a copy of every assignment or under-lease of the said premises or any part thereof, or of all or any of the rights, liberties and licenses by these presents demised and granted or of any interest or share in the said premises or in all or any of the said rights, liberties and licenses within two calendar months after the date of such assignment or under-lease.

To pay fines on all assignments within 90 days.

And also will within ninety days after the date of such assignment or under-lease pay to the lessors, their successors or assigns the fine upon such assignment or under-lease hereinbefore provided and reserved.

To keep proper books of accounts, plans, &c.

And also will throughout the said term make and keep in some convenient place on the selected block, and so that the lessors, their successors or assigns or their agent or agents can have at all times free access thereto, proper books of account of the working and yield of the said mines and the costs thereof and of the disposal of

the gold, metals, metallic ores, precious stones, coal and other substances of a saleable or merchantable nature containing all particulars of quantities, dates and other facts and circumstances necessary or proper for ascertaining the exact value of such gold, metals, metallic ores, precious stones, coal and other substances and also correct maps, plans and sections of the said mines and workings.

And give copies thereof to lessors.

And also will, when required by the lessors, their successors or assigns or their agent or agents, give to them copies of all entries in the said books and of every such map, plan and section as aforesaid.

And give up to lessors books and plans at end of term.

And also will at the end or sooner determination of the said term give up to the lessors or their successors or assigns the said books, maps, plans and sections in good and perfect condition.

To keep boundary posts in good condition and shafts, &c. properly fenced.

And also will throughout the said term keep all boundary posts in good repair and condition and every shaft, pit or open working within the selected block sufficiently fenced for the protection of man and beast.

Not to fill up shafts or mines.

And also will not, until the license in writing of the lessors, their successors or assigns or their agent or agents be obtained, wilfully close, fill up or choke any mine or shaft.

Or obstruct roads, &c.

And also will keep open and not obstruct all or any existing roads, paths or by-ways of any kind whatsoever.

To permit lessors to inspect works, &c.

And also will permit the lessors, their successors and assigns and their agent or agents, servants and workmen throughout the said term to enter upon any of the works carried on under or by virtue of these presents and examine the state and condition thereof and to use the engines, machinery and apparatus upon or within the selected block for that or any other lawful and reasonable purpose, the lessors, their successors and assigns making a reasonable compensation for such use except when required for examining and taking plans, and also to exercise the liberties hereinbefore reserved and will afford all reasonable facilities and assistance in the exercise thereof.

To pay compensation for injury to surface rights.

And also will from time to time make compensation to the tenant, occupier or other holder of any part or portion of the selected block for all damage or injury to or interference with the surface thereof.

To indemnify lessors from all claims arising from exercise of liberties hereby granted.

And also will from time to time and at all times hereafter effectually keep indemnified the lessors, their successors and assigns from and against all claims, demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising from the working under these presents or the exercise of the liberties hereby granted.

To deliver to lessors mines, buildings, &c., on expiration of term.

And also will at the expiration or sooner determination of the said term deliver to the lessors, their successors or assigns the mines worked under these presented and all shafts, workings, boundary posts and fences connected therewith and all other the premises in good repair and w[illegible] order and in all respects in such state and condition as shall be consistent wit[illegible] due performance of the covenants herein before contained free of any claim by t[illegible]sees, their executors, administrators or assigns against the lessors, their successors or assigns on account of buildings or other property left standing thereon, which buildings and other property the lessees, their executors, administrators or assigns shall be at liberty previously to remove.

Proviso for re-entry on non-payment of assessments, royalties, fines, &c., or on breach of covenant.

Provided always and these presents are upon this express condition that if and whenever any part of the assessments, royalties, fines or other payments hereby reserved shall be in arrear for thirty days after due notice has been served on the lessees, their executors, administrators or assigns or any one or more of them or on their or his agents or fixed on any part of the selected block demanding payment of the same, or if the lessees, their executors, administrators or assigns or their or his workmen shall cease to carry on the regular working of the mines or cause any obstruction or annoyance to the officers of the lessors or of their successors or assigns or to the people of the country or refuse to afford information to the lessors, their successors or assigns, or if and whenever there shall be a breach of any of the covenants on the part of the lessees, their executors, administrators or assigns, then and in

such case the lessors, their successors or assigns or their agent or agents duly empowered in that behalf may re-enter upon any part of the mines or workings carried on under this lease in the name of the whole and thereupon the said term of thirty years shall absolutely determine.

Proviso that power of re-entry not to be exercised without 6 months' notice.

Provided always and it is hereby agreed and declared that no such re-entry or forfeiture of the said term under the proviso for re-entry hereinbefore contained shall take place unless and until the lessors, their successors or assigns shall have given to the lessees, their executors, administrators or assigns a notice calling upon him or them to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed on behalf of the lessors, their successors or assigns by the Civil Executive Officer of the said District of or by any other officer specially empowered in that behalf, and shall be served on the less[illegible] executors, administrators and assigns or any one or more of them or [illegible] or his agents or fixed on any part of the selected block and default shall have been made in giving such reasonable explanation and in rectifying the matter or matters complained of for six calendar months from the time of such notice being so served or affixed.

Proviso that lessors have power to levy an assessment of five rupees in any year in lieu of royalty.

Provided always and it is hereby agreed and declared that after the expiry of the first two years of the lease which will be allowed for the necessary preliminary arrangements for working the mines, the lessors, their successors or assigns shall in the event of their not being satisfied with the working or its results be at liberty to levy in lieu of the royalties aforementioned an assessment of five rupees per acre for any years of the lease.

Proviso for determining the lease at the option of the lessee at the end of any year.

Provided further and it is hereby agreed and declared that if the lessees, their executors, administrators or assigns shall be desirous of determining the said term of thirty years hereby granted at the expiration of any year of the said term and of such desire shall give to the lessors, their successors or assigns six calendar months' previous notice in writing and shall pay the said assessments, royalties, fines or other

payments hereby reserved and perform and observe the several covenants and agreements herein contained and on the part of the lessees, their executors, administrators or assigns to be performed and observed up to the expiration of such year, then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine and the said deposit of Rs. hereinbefore referred to shall be retained by the lessors, their successors and assigns as and for their own property

In witness whereof

the Dewan of Mysore acting for and on behalf of the lessors, and the lessees have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered
by the above named

in the presence of

Signed, sealed and delivered
by the above named

in the presence of

Signed, sealed and delivered
by the above named

in the presence of

D.

The 16th February 1886.

No. 198.—It is hereby notified for public information that the undermentioned jodi village, which has been duly attached in satisfaction of the arrears of takavi amount of Rs. 200 due to Government (as shown in the subjoined statement) by the said jodidar, will be sold by public auction at the place and on the date mentioned in the annexed statement. The sale will commence at 11 A. M. on the date specified, and the village will be knocked down to the highest bidder without reserve.

2. Provided that when a village is divided into separate recognized vrittis, the Deputy Commissioner may, at his option, instead of selling the village as a whole, sell each vritti separately.

3. The purchaser will be required to deposit 25 per cent of the purchase money at the time of sale, and where the remainder of the purchase money may not be paid within fifteen days from the day of sale, the money so deposited shall be liable to forfeiture.

4. When such deposit shall not be made, nor the remaining purchase money paid up, the lands shall be re-sold at the expense and risk of the first purchaser.

5. Persons bidding at the sale may be required to state whether they bid on their own account or as agents, and in the latter case to deposit a written authority signed by their principals, otherwise their bids may be rejected.

6. The sale shall be stayed, if the defaulter, or any other person acting on his behalf or claiming an interest in the land, tenders the full amount of the arrears of revenue with the interest and other charges, provided such tender be made before sunset on the day previous to that appointed for the sale.

7. The sale of the property will not become absolute until the sale has been confirmed by the Dewan.

8. Purchasers having completed the payment of the purchase money will, as soon as the sale has been confirmed by the Dewan, be placed in immediate possession and the village will be registered in the name of the purchaser, and a certificate of sale signed and sealed by the Deputy Commissioner will be granted to him. It is to be distinctly understood that the Government are not responsible for errors of description and in estimated extent.

9. Provided parties deeming themselves aggrieved by the sale shall be at liberty to appeal to the Dewan within 30 days from the day of sale, and the purchase shall be conditional on the final order in such appeal.

District.	Taluk.	Hobli.	Village.	Name of Jodidar.	Estimated Extent.			Estimated Gross Rental or Beriz.			Quit-Rent payable annually to Government.			Arrears of Government Revenue for which Village is to be sold.			Date of Sale, &c.
					K.	K.	P.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	
Bangalore.	Bangalore.	Jala.	Jodi Aradesahalli.	Vallabhasastri.	640	15	3	610	14	7	615	0	0	200	0	0	22nd March 1886. In the Bangalore Taluk Cutcherry before the Amildar.

The 17th February 1886.

No. 200.—It is hereby notified for public information that the undermentioned jodi and kayamgutta villages, which have been duly attached in satisfaction of the arrears of revenue due to Government (as shown in the subjoined statement) by the said jodidars and kayamguttadars, will be sold by public auction at the places and on the dates mentioned in the annexed statement. The sale will commence at 11 A. M. on the dates specified, and the villages will be knocked down to the highest bidder without reserve.

2. Provided that when a village is divided into separate recognized vrittis, the Deputy Commissioner may, at his option, instead of selling the village as a whole, sell each vritti separately.

3. The purchaser will be required to deposit 25 per cent of the purchase money at the time of sale, and where the remainder of the purchase money may not be paid within 15 days from the day of sale, the money so deposited shall be liable to forfeiture.

4. When such deposit shall not be made, nor the remaining purchase money paid up, the lands shall be re-sold at the expense and risk of the first purchaser.

5. Persons bidding at the sale may be required to state whether they bid on their own account or as agents, and in the latter case to deposit a written authority signed by their principals, otherwise their bids may be rejected.

6. The sale shall be stayed, if the defaulter, or any other person acting on his behalf, or claiming an interest in the land, tenders the full amount of the arrears of revenue with the interest and other charges, provided such tender be made before sunset on the day previous to that appointed for the sale.

7. The sale of the property will not become absolute until the sale has been confirmed by the Dewan.

8. Purchasers having completed the payment of the purchase money will, as soon as the sale has been confirmed by the Dewan, be placed in immediate possession and the villages will be registered in the name of the purchaser, and a certificate of sale signed and sealed by the Deputy Commissioner will be granted to him. It is to be distinctly understood that the Government are not responsible for errors of description and in estimated extent.

9. Provided parties deeming themselves aggrieved by the sale shall be at liberty to appeal to the Dewan within 30 days from the day of sale, and the purchase shall be conditional on the final order in such appeal.

District.	Taluk.	Hobli.	Villages.	Names of Jodidars or Kayamguttadars.	Estimated Extent.			Estimated Gross rental or Beriz.			Quit-Rent payable annually to Government.				Arrears of Government revenue for which Villages are to be sold.			Dates of Sales, &c.
					A.	C.	Y.	Rs.	A.	P.		Rs.	A.	P.	Rs.	A.	P.	
Kolar.	Bowringpet Taluk, Malur Range.	Malur.	Boppanahalli Jodi village.	Nanjundabhatta and 5 others.	200	76	0	186	0	0	Jodi	94	4	0	198	13	2	Before the Dy. Amildar at his Cutcherry on 22nd March 1886.
											Local Cess	13	13	8				
												108	1	8				
		Tyakal.	Gollahalli Mahal Jodi.	Hayavadanachar, son of Krishnachar.	72	10	0	45	0	0	Jodi	26	0	0	141	12	6	Do do 23rd do.
											Local Cess	2	13	0				
												28	13	0				

District.	Taluk.	Hobli.	Villages.	Names of Jodidars or Kayamguttadars.	Estimated Extent.			Estimated Gross Rental or Beriz.			Quit-Rent payable annually to Government.				Arrears of Government Revenue for which villages are to be sold.			Dates of Sales, &c.
					K.	K.	P.	Rs.	A.	P.	Rs.	A.	P.		Rs.	A.	P.	
Kolar.—(Concluded)	Malur Range.—(Cd.)	Malur.	Taruhalli Kayamgutta village.	Lakshminarasambhatta and 2 others.	5	0	0	15	0	0	Kayamgutta 15 Local Cess 1	0 1	0 10		100	7	0	Before the Deputy Amildar at his Cutcherry on 24th March 1886.
											16	1	10					
	Bowringpet Taluk.	Do	Godam Sonnenahalli Kayamgutta village.	Do do	17	0	0	49	0	0	Kayamgutta 49 Local Cess 3	0 5	0 2		225	2	6	Do do on 26th do.
											52	5	2					
		Avani.	Devarayasandra.	Háma Naranappa and others.	383	9	33	1860	15	8	Quit-Rent 1,451 Local Cess 116	0 5	0 0		4496	3	5	Before the Amildar at his Cutcherry on 20th March 1886.
	Mulbagal Taluk.	Mallinayakanahalli.	Jangam Hosahalli.	Hallave Shamanna and others.	41	0	0	170	5	7	Kayamgutta 170 Quit-Rent on Minor Inams 2 Local Cess 10	0 0 10	0 6 0		362	12	0	Do do on 22nd do.

The 19th February 1886.

No. 206.—The applicants for the undermentioned mining leases or those who may be interested in them are hereby called upon to forward to the Dewan's office, on or before the 31st March 1886, Indenture Leases for the lands which have been allotted to them. These leases must be in accordance with the Rules published in Notifications Nos. 129, dated 26th July 1881, and 196, dated 5th February 1886, and printed forms for them can be obtained on application to the Dewan's office. The leases should be duly stamped and executed by the lessees, and upon their receipt in the Dewan's office, they will be executed by the Dewan and returned to the lessees, who can thereupon register them as required by law.

2. Every application above referred to in respect of which a duly executed lease is not submitted the Dewan's office on or before the 31st March 1886 will be considered cancelled; the deposit de in respect thereof will be forfeited, and the lands comprised in them will be at the absolute sal of Government.

No.	Taluk.	Village.	Name of original applicant.	Date of original application.	In whose favor lease is sought.	Extent.			Annual Land Revenue Assessment.		
						Acres.	Guntas.	S. Yds.	Rs.	A.	P.
1	2	3	4	5	6	7			8		
1	Nagamangala ...	Mauhalli ...	Mr. W. P. Stephenson.	19th April 1882 ...	For himself ...	626	34	0	224	14	3
		Alpahalli ...									
		Buradakunte...									
		Konanur ...									
		Jottanhalli ...									
		Honnubettada Hosur ...									
		Sriramanhalli ...									
		Sirpatna ...									
2	Nagamangala ... Mandya ...	Hettagonahalli ...	Mr. G. W. Forbes ...	23rd October 1881 ...	Do ...	604	0	0	314	1	8
		Hullahalli ...									
		Bennihatti ...									
		Nayikanhalli...									
		Ankasapura ...									
3	Do ...	Mallanhalli ...	Messrs. J. P. James and W. Morgan ...	8th December 1881.	Do ...	640	0	0	312	5	10
		Gerahalli ...				640	0	0	323	13	9
		Billanhalli ...				640	0	0	324	0	7
		Hatna ...									
		Bevakal ...									
		Bankanhalli ...				1,920	0	0	960	4	2
		Koppa ...									
		Chennapura ...									
		Tenginbaga ...									
		Koleganahalli ...									
		Mallegaudanhalli ...									
		Kavudahalli ...									
		Bhusandra ...									

No.	Taluk.	Village.	Name of original applicant.	Date of original application.	In whose favor lease is sought.	Extent. Acres.	Guntas.	S. Yds.	Annual Land Revenue Assessment. Rs.	A.	P.
1	2	3	4	5	6	7			8		
4	Seringapatam.	Dodbedarhalli	Mr. W. South.	5th October 1881.	For himself, Mr. E. M. Walton and others.	640	0	0	308	8	1
		Agatahalli				640	0	0	319	6	3
		Vadesamudra				640	0	0	320	0	0
						1,920	0	0	947	14	4
5	Chiknayakanhalli.	Honnebagi	Brigade Surgeon J. Ross.	11th February 1881.	For himself.	640	0	0	383	10	0
		Bullenhalli									
		Machekatte									
6	Do	Kodihalli	Mr. S. R. Turnbull.	14th February 1881.	Messrs. Wilson and Co.	662	37	0	347	2	0
		Byalakere									
7	Tarikere.	Timmapur	Mrs. Davidson.	16th June 1881.	For self.	823	12	0	411	10	0
		Rangapur									
		Kalsettihalli									
		Tippagondanhalli									
		Karanaghatta									
8	Attikuppa.	Kakanhalli	Mr. B. Mockett.	15th July 1881.	For self.	640	0	0	320	0	0
		Niranhalli									
9	Do	Pura	Mr. T. T. Leonard.	4th July 1881.	For himself.	640	0	0	320	0	0
		Mallinhalli									
		Kunnahalli									
10	Do	Kuppahalli	Mr. W. P. Stephenson.	30th June 1881.	For Mr. J. B. Hepburn.	594	5	35	311	9	7
		Belaganahalli									
		Mallenhalli									
11	Chiknayakanhalli.	...	Messrs. Anderson and A. Narayansami Mudaliar.	2nd May 1881.	For Messrs. Wilson & Co.	...	...	...	...	...	...
12	Do	...	Major-General C. G. Ottley	21st August 1881.	For Messrs. Wilson & Co.	...	...	...	...	...	...

No.	Taluk.	Village.	Name of original applicant.	Date of original application.	In whose favor lease is sought.	Extent. Acres.	Guntas.	S. Yds.	Annual Land Revenue Assessment. Rs.	A.	P.
1	2	3	4	5	6	7			8		
13	Seringapatam.	Dodbedarhalli	Mr. W. P. Stephenson.	8th August 1881.	For Mr. J. P. Hepburn.	672	1	99	430	7	9
	Mandya.	Nodekoppa									
14	Seringapatam.	Ganaggur	Mr. W. P. Stephenson.	Do	For Mr. L. N. Achard.	636	5	65	323	7	3
		Kalasasana									
15	Seringapatam.	Tonnur	Mr. W. P. Stephenson.	8th August 1881.	Messrs. McDowell and Co., 2 Square miles. Mr. N. G. Benson. 1 Square mile. Mr. W. P. Stephenson. 1 Square mile.	577	20	35¼	444	13	8
		Lakshmisagara									
		Nilanahalli									
	Attikuppa.	Kodal									
	Seringapatam.	Hunjinkere				640	0	0	247	1	8
		Chennankere									
16	Seringapatam.	Melapur				640	0	0	332	5	1
		Hebbadi									
		Mahadevapur									
17	Attikuppa.	Belaganahalli				629	3	76¾	333	11	8
		Lakshmipura...									
		Chamalpura									
		Devalapura									
18	Attikuppa.	Kattarigatta	Mr. T. Thompson.	May 1882.	For himself	130	11	72	65	2	4

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The 1st March 1886.

No. 210.—Tenders are hereby invited for the exclusive privilege of the wholesale vend of Ganja and any preparation thereof, except Halva, in the (1) Town and District of Bangalore, exclusive of the Assigned Tract; (2) Town and District of Mysore; (3) Kadur District; (4) Shimoga District; (5) Tumkur District; (6) Kolar District; (7) Hassan District comprising the Taluks of Hassan, Belur, Manjarabad, Hole-Narasipur, Nagamangla, Attikuppa, Chennarayapatna, Arkalgud and Arsikere and corresponding as nearly as possible with the boundaries previous to 1882—83, and (8) the Chitaldroog District, comprising the Taluks of Chitaldroog, Chellakere, Holalkere, Hiriyur, Kankuppa, Davangere and Pavagada and corresponding as nearly as possible with the boundaries previous to 1882—83. The contractor will be bound for the purpose of this contract by the boundaries of the above mentioned Districts as finally revised by the Government before 31st March 1886.

2. The contract will be given for one year from 1st April 1886 to 31st March 1887.

3. Tenders may be presented either for one lump sum contract for the whole Province comprising the Districts mentioned in para 1, or for each of the 8 Districts separately, so that Government may be in a position to accept one for the whole Province or to dispose of the contract by Districts.

4. Each tender must specify the minimum revenue, which the tenderer will guarantee to Government and shall be for one lump sum exclusive of local-cess for the whole Province, or for each District, must be accompanied by a deposit of Rs. 100 in cash, and enclosed in a cover superscribed with the words "Tender for the exclusive privilege of selling Ganja and any preparation thereof, except Halva, for all the Districts of the Mysore Province."

If one lump sum contract for the whole Province is not intended by the tenderer, the tender shall be superscribed with the words "Tender for the exclusive privilege of selling Ganja and any preparation thereof, except Halva, in the District of ."

5. The tenders, whether for the whole Province or for any District only, must be delivered at the office of the Deputy Commissioner of each District on or before the noon of the 16th March 1886, when they will be opened by the Deputy Commissioner in the presence of the applicants. The applicant whose tender may be selected by the Deputy Commissioner for recommendation to Government will be required to deposit at once in cash or in Government securities, a further sum equal to one-twelfth (or one month's instalment) of the amount guaranteed for the year, failing which the deposit made with the tender will be forfeited, and the contract re-sold at the sole risk of the tenderer. The whole of the tenders received by each Deputy Commissioner shall be sent with a list to the Secretary to the Dewan for final selection and approval of Government.

6. When the decision of the Government is announced, the deposits made by the applicants whose tenders have been rejected will be thereupon returned to them on their application. The Government reserves to itself the power of rejecting the highest or any tender without assigning any reason.

7. The party whose tender may be accepted shall, within 8 days after the Government decision has been communicated to him, deposit with the Deputy Commissioner a sum in cash or Government securities duly endorsed, which, with the sums previously deposited under para 3, shall be equal to one-fourth of the yearly revenue guaranteed, and shall execute an agreement in the usual form on proper stamp, binding himself to conform to the conditions hereinafter set forth; and if he fails or refuses to sign the agreement or to make the deposit required, the deposits already made will be forfeited to Government and the lease otherwise disposed of.

8. Should the sales of ganja and its preparations in the year by the contractor to the licensed vendors exceed the guaranteed amount, 25 per cent of such excess shall be duly paid over to Government with the last instalment payable for the year.

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Conditions.

I. The contract shall not be transferable, except with the approval of the Deputy Commissioner.

II. For the purposes of this contract, Government may decline to recognize any representative agent or partner appointed or taken by the contractor during the period of the contract, unless such representative agent or partner shall have been first approved of by the Deputy Commissioner of the District for the time being.

III. The minimum revenue guaranteed shall be paid by the contractor into the District Treasury by equal monthly instalments together with local cess thereon, at the rate of one anna per rupee, on or before the 20th day of each month. With the last instalment due for the year shall be paid the 25 per cent on the excess sales over the guaranteed amount. In case of default in the payment of any of the instalments as aforesaid, it shall be lawful for the Deputy Commissioner of the District for the time being to declare the deposit forfeited, to order the farm to be taken under Government management or otherwise at the contractor's risk, or to declare the lease forfeited, and to re-sell it at the contractor's risk and loss, and further to recover all arrears with interest at 6 per cent per annum by the attachment and sale of his property, personal and real.

IV. The number of shops for the sale of ganja and its preparations and the places at which they are to be kept shall be determined by the Deputy Commissioner or other officer as shall be specified in the agreement, and the contractor shall engage to sell ganja and its preparations only at the places so fixed. The Deputy Commissioner or other officer as shall be specified in the agreement shall be at liberty to make any alterations in the number and localities of the shops that he may from time to time consider necessary, or to close any shop without any claims for compensation on the part of the contractor in the manner and under the conditions set forth in Condition IX of this Notification.

V. The confirmation of existing retail vendors, the nomination of new vendors, and the cancellation of licenses shall rest with the Deputy Commissioner or other officer as shall be specified in the agreement. The Deputy Commissioner or other officer as shall be specified in the agreement shall issue licenses in the prescribed forms direct to the retail vendor as in the case of other drugs.

VI. The contractor shall sell ganja and its preparations only to such licensed vendors and shall not interfere with the retail vendors in any way. But he or his authorized agent or wholesale vendor shall be at liberty to visit the drug shops in conjunction with the Excise officers and inspect the accounts, and if he has reason to believe that contraband drugs are being vended in any such shop, shall with the permission of the Amildar, place a nominee of his own to officiate as vendor jointly with the license-holder or vendor of such shop for such time as the Amildar may deem fit, and such nominee shall be confirmed if sufficient grounds exist to justify this step by the Amildar.

VII. The ganja and majum sold shall be of good quality, not black or old or such as may have lost its medicinal virtues, and must be without stalks and seeds; and not be adulterated, while powdered ganja to the extent of 5 per cent only shall be taken by the vendors and no more. Such powdered ganja may be made up by the retail vendors into halva. The contractor shall always keep on hand not less than one month's supply of ganja.

VIII. The sales of ganja and its preparations shall be covered by a pass in the prescribed form signed by the contractor or his authorized agent, the conditions whereof shall not be infringed and the wholesale and retail prices shall be uniformly for the whole Province as specified below :—

	Wholesale.				Retail.		
	Rs.	As.	P.		Rs.	As.	P.
Ganja	0	10	0	..	0	13	0
Majum or any other preparation ..	0	4	0	..	0	6	0

IX. The Deputy Commissioner shall have power to close any particular shop or shops on the requisition of the Military authorities or Magistracy temporarily or permanently, and the contractor shall not be entitled to any compensation therefor. But with the approval of the Deputy Commissioner, the number so reduced might, if the public requirements demand it, be re-established in other suitable localities. Should the exigencies of the State require the closing of shops to any number below the complement opened in 1884—85 for the District, the contractor shall, with the sanction of the Government, be granted proportionate compensation for the number so closed on the guaranteed amount paid for the number of shops so licensed in the year, if it be proved that the contractor has sustained loss by such reduction in the number of shops, but not otherwise. The Deputy Commissioner shall freely permit the opening of drugshops at all taluk kasabas, large towns, and villages, where a demand for the same exists, and all such vendors to freely frequent jatras and fairs as provided for in the retail license.

X. No fee shall be levied for licenses for the retail vend of ganja except in the town of Bangalore and Mysore, where a fee of three rupees and one rupee per mensem respectively shall be charged for each license.

XI. The Deputy Commissioner may permit the farmer to import ganja from beyond the Territories of Mysore under passes to be issued by him in communication with the authorities of the District from which the article is imported.

XII. The contractor shall render a true and correct account in duplicate of the sales at his wholesale depôt to the Deputy Commissioner or other officer named in the agreement through the Head Supervisor monthly, and allow the officers of the Excise Department free access always and at all times to all the accounts kept by the contractor which shall be true and accurate and in the forms prescribed by Government in Notification No. 229, dated 27th February 1885 at his own expense.

XIII. Disorderly conduct and irregular transactions at the wholesale depôt shall not be permitted by the contractor's agent or employés. They shall be provided at the renter's cost with correct scales and weights, the latter duly stamped by Government, and further all such employés shall, 15 days after the agreement is signed by the contractor, enter into engagements with the contractor to abide by the spirit and letter of the conditions entered into by the contractor with Government and the laws and rules in force, and such engagements shall be deposited in the Deputy Commissioner's office by the 20th of the said month without fail, and they shall take out wholesale licenses if employed to sell the drugs, or sign permits for the contractor. With the permission of the arrack renters, all wholesale vendors of arrack may be employed as wholesale vendors of ganja and paid such commission on the sales as shall be fixed by the Head Supervisor, Government Distillery, not exceeding one anna per seer sold by them.

XIV. The contractor shall be required to conform to any additional rules which may be prescribed from time to time by the Government, and abide by those laid down in the agreement and notified by Government in their Notification No. 229 of the 27th February 1885, especially those contained in the wholesale license rules, and for the preparation and submission of accounts and the issue of passes and on other points therein specified, copies whereof can be had access to at the District office between 11 A. M. and 5 P. M. daily and information on any other matters in connection with this contract will also be afforded thereat.

XV. For any infringement of the above conditions, the contractor shall hold himself liable to a fine not exceeding Rs. 100 to be levied at the discretion of the Deputy Commissioner and to a forfeiture of his contract with the approval of Government if deemed necessary by him, or to such further penalties as the laws in force prescribed for breaches thereof or of the rules framed by Government. Further particulars can be had on application at the Deputy Commissioner's office.

XVI. The renter can raise his own ganja on applying for and holding a Government patta. The cultivation of the drug otherwise by the renters or any one else all over the Province has been interdicted from 1st April 1886.

XVII. The quantity and revenue of ganja sold in 1884—85 and during 8 months of the current year and the minimum guarantee paid to Government in 1885—86, are noted below :—

Districts.	1884—85.					1885—86.					Minimum guarantee in 1885—86.			No. of Retail shops.
	Quantity.		Revenue.			Quantity.		Revenue from April to November 1885.						
	Ganja.	Majum.	Rs.	As.	P.	Ganja.	Majum.	Rs.	A.	P.	Rs.	A.	P.	
Bangalore Town and District... ...	3,356½	405½	1,679	13	8	A3,454	150½	1,002	5	1	B. 1,679	13	8	12
Kolar	...	...	321	7	6	C. 728	9	211	10	5	Not known.			7
Tumkur	..	...	70	0	0	C. & E. 301½	6	51	4	3				5
Mysore Town and District, including French Rocks Sub-Division ...	5,313	381	2,395	13	3	C.3,409	512½	1,350	11	3	2,151	9	0	10
Shimoga	...	...	799	0	8	C. & D. 473	...	340	12	0	476	6	0	25
Kadur	...	...	88	3	0	C. 152	...	88	3	0	97	8	0	2

A. Nine months.
B. Proportion on total for Town, District and Cantonment of Bangalore for 1884—85.
C. Data for six months.
D. Data sent for only 4 shops out of 25. Not available at others.
E. Not opened for some months of the half-year.

The 22nd February 1886.

No. 203.—It is hereby notified for public information that the undermentioned jodi and kayamgutta villages, which have been duly attached in satisfaction of the arrears of revenue due to Government (as shown in the subjoined statement) by the said jodidars will be sold by public auction at the places and on the dates mentioned in the annexed statement. The sale will commence at 11 A. M. on the dates specified, and the villages will be knocked down to the highest bidder without reserve.

2. Provided that when a village is divided into separate recognized vrittis, the Deputy Commissioner may, at his option, instead of selling the village as a whole, sell each vritti separately.

3. The purchaser will be required to deposit 25 per cent of the purchase money at the time of sale, and where the remainder of the purchase money may not be paid within fifteen days from the day of sale, the money so deposited shall be liable to forfeiture.

4. When such deposit shall not be made, nor the remaining purchase money paid up, the lands shall be re-sold at the expense and risk of the first purchaser.

5. Persons bidding at the sale may be required to state whether they bid on their own account or as agents, and in the latter case to deposit a written authority signed by their principals, otherwise their bids may be rejected.

6. The sale shall be stayed, if the defaulter, or any other person acting on his behalf or claiming an interest in the land, tenders the full amount of the arrears of revenue with the interest and other charges, provided such tender be made before sunset on the day previous to that appointed for the sale.

7. The sale of the property will not become absolute until the sale has been confirmed by the Dewan.

8. Purchasers having completed the payment of the purchase money will, as soon as the sale has been confirmed by the Dewan, be placed in immediate possession and the village will be registered in the name of the purchaser, and a certificate of sale signed and sealed by the Deputy Commissioner will be granted to him. It is to be distinctly understood that the Government are not responsible for errors of description and in estimated extent.

9. Provided parties deeming themselves aggrieved by the sale shall be at liberty to appeal to the Dewan within 30 days from the day of sale, and the purchase shall be conditional on the final order in such appeal.

District.	Taluk.	Hobli.	Villages.	Names of Jodidars.	Estimated Extent.			Estimated Gross Rental or Beriz.			Quit-Rent payable annually to Government.			Arrears of Government Revenue for which Villages are to be sold.			Dates of Sale, &c.
					K.	K.	P.	Rs	A.	P.	Rs.	A.	P.	Rs.	A.	P.	
Kolar.	Mulbagal.	Yaladur.	Mudiyanur, Jodi Village.	Venkatachalasastri, Ramasastri and others.	151	5	0	1039	0	0	682	13	2	436	13	1	Before the Amildar at his Cutcherry on 29th March 1886.
											Contribution.			1639	14	11	
											Boundary mark charges			3	0	8	
														2079	12	8	
			Nallandahalli, Jodi Village.	Mulbagal Raghavendrachari and others.	14	12	14	90	12	3	85	2	10	103	0	8	Do 30th do.
		Avani.	Yellagondahalli, Jodi Village.	Muttappa and others	70	10	0	510	0	0	382	15	5	48	1	3	Do 31st do.
		Yaladur.	Kenchanhalli, Kayamgutta Village.	Vithal Rao and others.	5	15	11½	32	4	8	36	3	8	50	9	0	Do do do.
	Bowringpet Tk., Malur Range.	Masti.	Kallipura, Jodi Village.	Tirumala Raghavachari, Hydarsabi, son of Mahomed Fazal, Devanhalli Ramaswamaiengar, Tali Seshaiengar.	A. 86	C. 11	0	45	1	6	Jodi 19	0	0				Before the Deputy Amildar, Malur, at his Cutcherry on the 29th March 1886.
											Local cess 2	13	2	169	12	2	

The 5th March 1886.

No. 213.—Under the provisions of Section 4 of the Land Acquisition Act X of 1870, it is hereby notified for the information of the persons interested that all lands required for constructing a line of Railway from Bangalore to Hindupur, *viâ* Yelahanka, Dodballapur, Goribidnur, will be taken up by the Government on payment of compensation under the above Act, and that the party now surveying the line of Railway referred to above should not in any way be obstructed by the public from proceeding with their work.

By Order,

R. VIJAYINDRA RAO,
Chief Secretary.